

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff,

v.

CR&R INCORPORATED, a California  
corporation,

Defendant.

NO.

COMPLAINT TO COMPEL AUDIT

I.

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

II.

The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of

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Reid, McCarthy, Ballew & Leahy, L.L.P.

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1 the Labor Management Relations Act of 1947, as amended, to provide retirement  
2 benefits to eligible participants.

3 III.

4 This Court has jurisdiction over the subject matter of this action under  
5 Section 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974  
6 ("ERISA"), 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act,  
7 29 U.S.C. §185(a).  
8

9 IV.

10 Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.  
11 §1132(e)(2), because the Plaintiff Trust Fund is administered in this District.

12 V.

13 Defendant is a California corporation.  
14

15 VI.

16 Defendant is bound to a collective bargaining agreement with Local 396 of  
17 the International Brotherhood of Teamsters (hereinafter "Local"), under which the  
18 Defendant was required to promptly and fully report for and pay monthly  
19 contributions to the Trust at specific rates for each hour of compensation (including  
20 vacations, holidays, overtime and sick leave) said Defendant paid to its employees  
21 who were members of the bargaining unit represented by the Local (such  
22 bargaining unit members were any of the Defendant's part time or full time  
23  
24

1 employees who performed any work task covered by the Defendant's labor contract  
2 with the Local, whether or not those employees ever actually joined the Local).

3 VII.

4 Defendant accepted the Trust's Agreement & Declaration Agreement ("Trust  
5 Agreement") which provides in part:

6 Each Employer shall promptly furnish to the Trustees or  
7 their authorized representatives on demand any and all  
8 records of his past or present Employees concerning the  
9 classification of such Employees, their names, Social  
10 Security numbers, amount of wages paid and hours  
11 worked or paid for, and any other payroll records and  
12 information the Trustees may require in connection with  
13 the administration of the Trust Fund, and for no other  
14 purpose. The Trustees or their authorized  
15 representatives may examine any books and records of  
16 each employer, which the Employer is required to furnish  
17 to the Trustees on demand whenever such examination  
18 is deemed necessary or desirable by the Trustees in the  
19 proper administration of the Trust. If it becomes  
20 necessary for the trustees to retain legal counsel to  
21 compel an Employer to furnish to, or permit the  
22 examination of books, or records or information by, the  
23 Trustees or their representatives, the Employer shall  
24 reimburse the Trust fund for all reasonable attorney's  
25 fees and court costs incurred by the Trust Fund in  
26 connection therewith, whether or not legal proceedings  
were instituted and whether or not such examination  
disclosed that the Employer has failed to make  
appropriate or timely Employer Contributions to the Trust  
Fund.

## VIII.

The Trustees of the Western Conference of Teamsters Pension Trust deem it both necessary and advisable to the proper administration of the Trust that their authorized representatives examine the Defendant's books and records for Account Nos. 215304, 215402, 215403, 215404, 215438 and 215445 for the exclusive period October 1, 2016 through the Present Date, for Account Nos. 217313 and 217314 for the exclusive period March 17, 2017 through the Present Date, and for Account Nos. 217315 and 217316 for the exclusive period March 17, 2017 through June 30, 2019 to determine if the Defendant previously reported for and paid to the Trust all of the amounts due for the Defendant's employment of members of the bargaining unit represented by the Trust for said periods.

## IX.

Despite notification to the Defendant of the Trustees' desire to conduct an audit for Account Nos. 215304, 215402, 215403, 215404, 215438 and 215445 for the period October 1, 2016 through the Present Date, for Account Nos. 217313 and 217314 for the period March 17, 2017 through the Present Date, and for Account Nos. 217315 and 217316 for the period March 17, 2017 through June 30, 2019, and demands made upon the Defendant on the Trust's behalf for access to Defendant's records for an examination of them for those periods, to date the Defendant has

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1 failed and refused to make its records available for the thorough examination the  
2 Trustees deem necessary and advisable to the proper administration of the Trust.

3  
4 WHEREFORE, plaintiff, on the Trust's behalf, prays the court as follows:

5 1. That the Court enter an Order Compelling Audit under which  
6 Defendant shall be directed by the Court, within a specified time, to make available  
7 to the authorized representatives of the Trustees of the Trust for Account Nos.  
8 215304, 215402, 215403, 215404, 215438 and 215445 for the period October 1,  
9 2016 through the Present Date, for Account Nos. 217313 and 217314 for the period  
10 March 17, 2017 through the Present Date, and for Account Nos. 217315 and  
11 217316 for the period March 17, 2017 through June 30, 2019:

- 12  
13 A. Individual payroll records for all employees, not just bargaining unit  
14 employees;  
15 B. Employee roster listing all employees, with hire or position date  
16 changes;  
17 C. Signed Temporary Agency Personnel (TAP) Declaration;  
18 D. Temporary Agency Personnel Invoices (if necessary);  
19 E. State Employer Security Quarterly Reports;  
20 F. Vendor List;  
21 G. Cash Disbursement Records  
22 H. State Industrial Insurance or Comparable Reports;  
23 I. Quarterly FICA and Federal Income Tax Reports (941/941A);  
24 J. Annual Federal Unemployment Reports (FUTA 940); and  
25 K. Labor Contracts

26 2. Afford to the authorized representatives of the Trustees of the Trust  
both ample time and opportunity to examine all such materials of Defendant at such

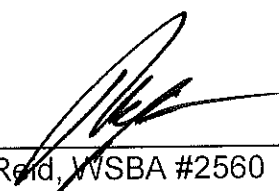
1 time and at such place as shall be convenient to the Trustees' authorized  
2 representatives.

3 3. For judgment against the Defendant for:

- 4 A. All of the Plaintiff's attorney's fees incurred in gaining auditor  
5 access to Defendant's records;  
6  
7 B. All of the Plaintiff's costs incurred in gaining auditor access to  
8 defendant's records, and  
9  
10 C. For such other and further relief as the Court may deem just  
11 and equitable.

12 DATED this 11 day of September, 2020.

13 REID, McCARTHY, BALLEW & LEAHY,  
14 L.L.P.

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17 Russell J. Reid, WSBA #2560  
18 Attorney for Plaintiff  
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